

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:  
Cyrilla Landscaping & Supply Co. Inc.,  
Debtor(s)

Eric E. Bononi, Trustee,  
Movant

v.  
Cyrilla Landscaping & Supply Co. Inc.,  
Respondent(s)

Bankruptcy No. 17-23819-GLT

Chapter 7

Related to Docket No. 249

**ORDER OF COURT**

AND NOW, this 28th Day of August, 2019, upon consideration of the *Trustee's Application to Employ His Own Attorney*, it is **ORDERED, ADJUDGED and DECREED** as follows:

1. Eric E. Bononi, Esq., and Bononi & Company, P.C., 20 N. Pennsylvania Avenue, Greensburg, PA 15601, is hereby appointed, as of the date of filing the Application, as Attorney for the Trustee in this bankruptcy proceeding for the reasons set forth in the Motion.

2. Professional persons or entities performing services in the above case are advised that approval of fees for professional services will be based not only on the amount involved and the results accomplished, but other factors as well including: the time and labor reasonably required by counsel, the novelty and difficulty of the issues presented, the skill requisite to perform the legal service properly, the preclusion of other employment due to acceptance of this case, the customary fee, whether the fee is fixed or contingent, the time limitations imposed by the client or the circumstances, the experience, reputation and ability of the attorneys involved, the undesirability of the case, the nature and length of the professional relationship with the client, and, awards in similar cases.

3. Approval of any application for appointment of counsel in which certain hourly rates/compensation terms are stated for various professionals is not an agreement by the Court to allow fees at the requested hourly rates or compensation terms, and is not a preapproval of compensation pursuant to 11 U.S.C. §328(a). Final compensation, awarded only after notice and hearing, may be more or less than the requested hourly rates/compensation terms based on application of the above-mentioned factors in granting approval by Court Order.

4. Notwithstanding anything to the contrary in the letter of engagement or agreement between Movant and Special Counsel, this Order does not authorize Special Counsel to retain or pay any outside counsel or other professional to assist Special Counsel in this matter unless such is done at no expense to Movant, directly or indirectly. Any other retention of and payment to an outside counsel or other professional is subject to prior approval of the Court.

5. *Applicant shall serve the within Order on all interested parties and file a certificate of service.*

BY THE COURT:

  
GREGORY L. TADDONE drb  
UNITED STATES BANKRUPTCY JUDGE